

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

Bankruptcy No.: 18-14788-mdc

SIMS A RENWICK, JR  
Debtor

Chapter 13

ARDENT FEDERAL CREDIT UNION  
1500 Spring Garden St, Ste 500  
Philadelphia, PA 19130

Movant

vs.

SIMS A. RENWICK, JR  
845 N 47<sup>th</sup> Street  
Philadelphia, PA 19139  
and  
William C. Miller, Esquire  
Trustee  
P.O. Box 1229  
Philadelphia, PA 19105  
and  
Office of U.S. Trustee  
200 Chestnut Street, Suite 502  
Philadelphia, PA 19106

Respondents

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MOTION FOR MODIFICATION AND RELIEF FROM STAY IN  
ACCORDANCE WITH SECTION 362(d)(1) OF THE BANKRUPTCY CODE  
AND RIGHT TO PROCEED FOR SALE AND POSSESSION

TO THE HONORABLE, MAGDELINE D. COLEMAN, BANKRUPTCY JUDGE:

The Motion and request of Movant respectfully represents:

1. Movant is Ardent Federal Credit Union.
  2. Movant is a secured creditor of the debtor above named
- and a party in interest in the above referenced proceedings. Sims

A. Renwick is a party to this proceeding under 11 U.S.C. Section 1301.

3. The Bankruptcy Court has jurisdiction over this matter in accordance with 28 U.S.C. Section 1334.

4. On June 28, 2016, Sims A. Renwick, Jr. executed and delivered an hereinafter described a security interest to Ardent Federal Credit Union, encumbering the following vehicle: 2010 Mercedes Benz C300, VIN WDDGF8BB2AR112330. Attached hereto and made a part hereof as Exhibit "A" is a true and correct copy of the Retail Installment Sale Contract ("Security Agreement").

5. The vehicle subject to said security interest is a 2010 Mercedes Benz C300, VIN WDDGF8BB2AR11 2330 as set forth in Exhibit "A".

6. The secured motor vehicle loan is in default by reason of Debtor's failure to make the monthly installment payments of principal and interest due on February 12, 2020, and as due monthly thereafter, and by the terms of the said Security Agreement, upon failure to make such payment when due, the whole of the principal balance and all interest due thereon, together with late charges and other recoverable sums and attorney's fee are now due and payable forthwith.

7. Sims A. Renwick, Jr filed the underlying petition, 18-14788, on July 20, 2018. As per the requirements of the Bankruptcy Code, upon filing, an Automatic Stay came into effect.

8. Movant believes and therefore avers that said Debtor is currently eight (8) months delinquent on his monthly motor vehicle loan payments outside the Plan to Movant, since the filing of the Petition on July 20, 2018.

9. The Movant is entitled to relief from the operation of the stay and to pursue State execution remedies, including, but not limited, to repossession and sale of the motor vehicle for cause as its interest in the property is not adequately protected under Section 362(d)(1) of the Bankruptcy Code.

10. In order to protect its interest in the motor vehicle, the Movant has or may have to pay for insurance from its own funds.

WHEREFORE, Movant respectfully requests and prays that after such notice of hearing upon this request as the Court deems appropriate the Court grant relief and modification of the automatic stay by terminating or modifying said stay with respect to its effect on Movant's proceeding with state court remedies including, but not limited, to repossession and sale of the motor vehicle as set forth above and to modify or dismiss Debtor's Chapter 13 Bankruptcy Petition with prejudice, permitting said repossession and sale.

Respectfully submitted,

WILSON LAW FIRM

BY: 

ROBERT J. WILSON, ESQ.  
Attorney for Movant